

# EXHIBIT 7

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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 IN RE: TFT-LCD (FLAT PANEL)  
14 ANTITRUST LITIGATION

CASE NO. M:07-cv-01827-si

**SPECIAL MASTER'S ORDER RE  
MOTIONS OF LG DISPLAY AND  
SHARP TO COMPEL VARIOUS  
PLAINTIFFS TO PRODUCE  
SETTLEMENT AGREEMENTS (Hrg.  
9/12/12)**

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18 This Order Relates to:

19 ALL CASES  
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23 On September 12, 2012, I heard the motion of Defendant LG Display to compel Plaintiffs  
24 Jaco Electronics, Rockwell Automation, Target Corporation, et. al., and ViewSonic Corporation  
25 to produce copies of Plaintiffs' settlement agreements with other defendants. The Sharp  
26 defendants joined in LG Display's motion and sought production by the Sony plaintiffs of their  
27 settlement agreements with other parties. I issued a tentative ruling by e-mail on August 28, and  
28 subsequently received further submissions from various parties and held a hearing on September  
12. Having considered all arguments and evidence submitted, I now make the following Order.

### **Factual Background**

On February 15, 2012, I granted Defendant HannStar's motion to compel Plaintiff Best Buy to produce copies of its settlement agreements with other alleged co-conspirators (Dkt. 4825). On April 4, 2012, the Court affirmed my Order (Dkt. 5403). The rationale for my Order was that ultimately defendants need to know the compensation, monetary and otherwise, that each plaintiff has obtained as a result of settlements with other alleged co-conspirators, and that exchanging that information now rather than after judgment will enhance the possibility of fair settlements.

LG Display relies on my Order as its basis to compel Jaco, Target and ViewSonic to produce the settlement agreements demanded in LG Display's informal letter request of April 23, 2012, and to compel Rockwell to produce the settlement agreements demanded in LG Display's informal letter request of June 1, 2012. Jaco, Target and View Sonic responded on July 11, 2012, objecting to production. Rockwell responded on July 12, also objecting to production. Sharp adopts LG Display's arguments, and I take it that Sony objects on the same grounds as Jaco, Target, ViewSonic and Rockwell.

The objecting parties make procedural and substantive contentions. Procedurally they argue that LG Display (unlike Sharp) never served a valid Rule 34-compliant document request, since its requests for settlement agreements were made in informal letters between counsel. They also note that Track One discovery had closed before LG Display made its requests. Substantively they reargue points that I already decided in the HannStar motion, and argue that, if plaintiffs must produce their settlement agreements, they are entitled to reciprocal production by defendants of all their settlement agreements.

Although LG Display's motion is directed only at Jaco, Target, ViewSonic and Rockwell, various other Track One plaintiffs (Sears, Kmart, Old Comp, Good Guys, Newegg and Radio Shack) filed a brief opposing LG Display's motion.

### **Analysis**

By this Order I intend to resolve the precise issue raised between LG Display and Sharp on the one hand and the parties from whom they actually demanded production, and to give guidance as to the rules for production of settlement agreements generally in these cases.

First, I adopt the portion of my tentative ruling that denied LG Display's motion as to Target, because discovery was closed in the Track One cases before the LG Display served its

1 purported document request. No request was made to enlarge the time for this discovery, so LG  
2 Display's request as to Target is time-barred. Although I am not aware that LG Display made a  
3 request to the other Track One plaintiffs who have opposed this motion (Sears, Kmart, Old  
4 Comp, Good Guys, Newegg and Radio Shack), the same reasoning would apply to them. Any  
5 request to those Track One parties for production of settlement agreements made after the close  
6 of fact discovery would be barred, absent some unique circumstance.

7 Second, I affirm that portion of my tentative ruling that treated LG Display's informal  
8 letter request as a proper Rule 34 document request, and LG Display's objection in letter form as  
9 a proper objection to a Rule 34 request. However, for future reference it is improper to make a  
10 Rule 34 request or objection by an informal letter to counsel. Doing so creates confusion and  
11 invites error by responding law firms who may overlook calendaring a mere letter as a formal  
12 document request. I allow LG Display's improper request to stand only because discovery  
13 remains open until December 2012 in the Track Two cases and LG Display could easily  
14 propound a properly formatted request for these settlement agreements – and we would find our-  
15 selves back at the same place two months from now.

16 Third, I will adopt the portion of my tentative ruling that granted LG display's motion as  
17 to Track Two plaintiffs Jaco, Rockwell and ViewSonic. LG Display is in the same position as  
18 HannStar, and those plaintiffs are in the same position as Best Buy, in reference to my February  
19 2012 Order. The reasoning of that Order applies with equal force here: LG Display as a  
20 defendant is entitled to know the terms of settlements that plaintiffs suing LG Display have  
21 entered into, in order to encourage accurate, productive settlement negotiations as explained at  
22 greater length in my Order and Judge Illston's Order. Therefore, the motion is granted as to  
23 Jaco, Rockwell and ViewSonic. This reasoning dictates that Sharp's motion as to Sony should  
24 also be granted.

25 Fourth, contrary to my tentative ruling I will not order that LG Display or any other  
26 defendant is required to produce settlement agreements to plaintiffs. The case law and rationale  
27 for allowing a defendant to know the terms of a plaintiff's other settlements do not apply at all to  
28 a request by a plaintiff to know the terms on which a defendant settled with other plaintiffs. The  
only rationale urged by LG Display for such a reciprocal exchange is that it would enable it to  
test plaintiffs' assertions of financial inability to pay a large settlement amount. That is not a

1 sufficient basis to conclude that defendants' settlements with other plaintiffs are relevant and  
2 probative and useful to a plaintiff.

3 **Order**

4 For the reasons stated, and good cause appearing, IT IS ORDERED that LG Display's  
5 motion is GRANTED as to Jaco, Rockwell and ViewSonic, and DENIED as to Target. It is  
6 further ORDERED that Sharp's motion as to Sony is GRANTED. Further requests to produce or  
7 otherwise discover the terms of settlement agreements shall be handled in accordance with the  
8 provisions of this Order.

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10 Dated: September 28, 2012

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12 Martin Quinn, Special Master  
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